

Redfield Grove

Policy Manual

Approved by the Redfield Grove HOA Board of Directors, September, 2023

This page intentionally left blank

TABLE OF CONTENTS

INTRODUCTION 1

QUICK REFERENCE 3

DEFINITIONS 4

RULES, REGULATIONS AND POLICIES 7

1. Maintenance Responsibilities of the Association 7

2. Repairs / Maintenance NOT the Responsibility of the Association 8

3. Quality and Frequency of Maintenance and Repairs 8

4. Access For Repairs 9

5. Responsibilities Summary - Association 9

6. Responsibilities Summary - Homeowners 9

7. Party Walls..... 10

8. Interior Modifications 11

9. Outside Appearance..... 11

10. Exterior Modifications 11

11. Security & Ring Doorbells..... 12

12. Insured Contractors..... 12

13. Storm Doors 12

14. Landscaping 12

15. Lawns..... 13

16. Bird Feeders, Bird Houses, Wild Animals 13

17. Decks, Patios, Porches and Hot Tubs 14

18. Lighting 14

19. Signs 15

20. Decorations 15

21. American Flag 16

22. Pets..... 16

23. Parking..... 17

24. Vehicles With Business Markings, Labels or Decals or Oversized ... 17

Redfield Grove Association Rules & Policy Manual

25.	Boats, Trailers, Recreational Vehicles	18
26.	Snowmobiles And Similar Motor Vehicles	18
27.	Unregistered/Unlicensed Motor Vehicles	18
28.	Outside Repair Work	18
29.	Garage/Estate Sales	18
30.	Garbage and Refuse Disposal	18
31.	Commercial and Professional Activity on Property	20
32.	Garages	20
33.	Outside Antennae/Cable/Phone Service/Above Surface Utilities	20
34.	Outside Drying	21
35.	Noxious or Offensive Activities	21
36.	Gas Grills, Fires and Open Flames	21
37.	Fences/Privacy Screening.....	22
38.	Window Air Conditioners and Fans	22
39.	Dwelling In Other Than Residential Units	22
40.	Insurance Obtained by Townhome Owners.....	22
41.	Leasing/Renting of Townhome Units	23
42.	Assessments, Fines and Late Fees.....	24
43.	Compliance & Policy Violations	24
	APPENDIX A - VARIANCE PROCESS	27
	APPENDIX B - APPROVED ARCHITECTURAL STANDARDS.....	29
	APPENDIX C – RESPONSIBILITY MATRIX	31

INTRODUCTION

Welcome to Redfield Grove

When each of us purchased our Townhome, we were given a copy of the Homeowners Association Offering Plan, which includes rules and regulations for living at Redfield Grove. We were asked to sign a document stating that we had read the Offering Plan and agreed to abide by these rules and regulations. Therefore, our commitment to abide by these rules and regulations was established when we purchased our Townhomes. This commitment extends to our families and guests.

This Policy Manual intends to provide a plain language summary of the more pertinent sections of the “Declaration” section of the “Offering Plan,” as well as any additional rules approved by the Board of Directors. We hope you will find this manual helpful. This manual does not include all the regulations outlined in the Offering Plan that must be adhered to. This manual should be read in conjunction with the Declaration (starting on page 64) and the By-Laws (starting on page 90). References to specific sections of the Declaration are noted throughout the document.

Redfield Grove Association

Redfield Grove Townhomes is a community of 64 ranch-style townhomes. It is a privately owned community with townhouse lots and town dedicated streets. The Redfield Grove Homeowners Association (hereafter referred to as the Association) maintains the Association Property and enforces the regulations in the Declaration. The Declaration is part of each Homeowner’s purchase contract and is a legally binding agreement.

Redfield Grove Townhomes was developed by Pride Mark Homes, Inc. of Victor, New York and consists of 19.598 acres of land. The common area is owned by the Association. We encourage and support a community of neighbors who work together to increase our property values and promote a spirit of respect, caring, community, family, and friends. Our mission is to enhance our quality of life by maintaining our personal and common areas and upholding the regulations in the Declaration, and By-Laws. In fulfilling our mission, we value honesty, fairness, equity, common sense, participation, respect, cooperation, and safety in all our actions.

For many of us, this is our first time living in this type of community with neighbors in such close proximity. The various regulations in the Declaration are intended to

ensure safety, courtesy, mutual respect, and enhancement of quality of life and property values for all of us.

Board of Directors

The Board of Directors was established under the Declaration and By-Laws of the Association. These elected volunteers are responsible for all operations of the Association and for ensuring that the documents governing the community are followed and enforced. The Board is empowered to establish additional rules, regulations, and penalties which it deems necessary, to protect and preserve the rights of individual Homeowners, and the community as a whole.

The Board is elected from and by the Homeowners of the community at the Annual Meeting of the Association. The homeowners shall elect three (3) Directors for a term of two (2) years and two (2) Directors for a term of one (1) year. At each Annual Meeting thereafter, the Homeowners shall replace those Directors whose terms have expired and elect such successor Directors for a term of two (2) years. There are no term limits. At the first Board meeting following the election, the directors shall elect officers.

Board of Directors Objectives

- Encourage collaborative and diverse participation that includes an involved membership.
- Establish and maintain appropriate and effective forums to listen to the concerns of the community.
- Satisfy, maintain, and enhance the community as related to property values, legal, and safety issues.
- Build community relationships that capitalize on best practices and improvement opportunities.
- Establish and maintain a strong financial foundation for all operations of the Association.
- Be mindful of and preserve the Association's mission and values. Always serve in the best interests of the Association.

QUICK REFERENCE

To request maintenance, pay monthly fees or obtain general information, contact the Property Management Group:

Woodbridge Group
PO Box 237
271 Marsh Road, Suite 3
Pittsford, NY 14534
(585) 385-3331
service@WoodbridgeGroupPro.com

Voicing Community Concerns:

The Board of Directors is comprised of volunteers who are your neighbors. Please respect their privacy and direct all service requests to the Property Manager who will bring all issues to the attention of the Board.

Property Emergencies:

For urgent matters, calls can be made to the Property Manager 24 hours a day. During the hours of 8:30am-5:00pm, Monday through Friday, phones are answered by a receptionist. After-hours calls will be answered by an answering service, who will contact the Property Manager. If the situation is life-threatening, please call 911 immediately.

Extended Leaves

If you leave for an extended period of time, please ensure that the Property Manager has a phone number where you can be reached, and the name and telephone number of a local person who has a key to your home in case of emergency. It is recommended that you turn off the water at the main shutoff (near your water meter) while away.

Town of Farmington

If you are new to the area, it may be helpful to acquaint yourself with the Town of Farmington [Town of Farmington, NY Official Website - Home \(townoffarmingtonny.com\)](http://TownofFarmington.NYOfficialWebsite-Home(townoffarmingtonny.com)).

DEFINITIONS

Architectural Standards Committee – A permanent Committee, established by the Declaration and appointed by the Board (see p.76), to review and approve all proposed exterior and property improvements, additions, modifications or alterations to any existing improvements or any change in the use of a Lot or Property, including Association Property. The only interior involvement of the Architectural Committee is when proposed changes involve party walls or internal changes that require external venting.

Association – Redfield Grove Association, Inc, a not-for-profit cooperation of which you are a member.

Association Property – All land, improvements and other properties owned by or in possession of the Association.

Board – The duly elected Board of Directors, past or present, of the Redfield Grove Association, Inc. (see p. 94)

By-Laws – The section of the Offering Plan that provides a detailed description of the operation of the HOA and its Directors (starts on p. 90 of the Offering Plan).

Declaration – The document of Rules and Regulations for living in Redfield Grove. (Property Rights and Easements, Assessments, Maintenance, Architectural Standards Controls, Insurance, Covenants and Restrictions, and Enforcement.) The Declaration starts on p. 64 of the Offering Plan. From time to time the Declaration may be supplemented, extended, or amended. All Owners received a copy when purchasing their unit. It is a publicly recorded and filed document in the Ontario County Clerk's Office, and NY State

Homeowner (or Owner) – The holder of record title, whether one or more persons or entities, of the fee interest in any Lot or Townhome, whether such holder actually resides in such Townhome or on such Lot or not.

Lot – Any portion of the Property, with the exception of Association Property, as heretofore defined, under the scope of the Declaration and identified as a separate parcel on the tax records of the Town of Farmington or shown as a separate lot upon any recorded or filed subdivision map.

Member – Each holder of a membership interest in the Association, as such interests are set forth in Article III of the Declaration (see p. 67).

Property – All properties subject to the Declaration.

Property Manager – A Professional Management Company contracted by the Board of Directors, to provide ongoing administrative, property management and maintenance services to the community.

Townhome – Each completed dwelling, as evidenced by issuance of a Certificate of Occupancy by the Town of Farmington, including garage, situated upon the Property that is intended to be occupied as a residence or in conjunction with a residence.

Unmaintained Association Property – Areas of Association Property that are not landscaped and not regularly mowed or trimmed.

Page left blank intentionally

RULES, REGULATIONS AND POLICIES

Note, Appendix C – Responsibility Matrix is included for quick reference.
Page numbers refer to like sections in the Declaration which starts on p. 64)

1. **Maintenance Responsibilities of the Association**

(Article VI, Section 6.01 - p. 75)

All maintenance and repair of and replacements to the improvements on Association Property, the maintenance, repair, and replacement of all paved areas on the Association Property, snow removal from all paved areas and the maintenance of all builder or Association installed landscaped areas within Lots and Association Property shall be the responsibility of, and at the cost and expense of the Association. Maintenance, repair and replacement of pipes, wires, conduits and public utility lines owned by the Association and, for which a utility company or other entity is not responsible (whether such lines and facilities are on individual Lots or Association Property) also shall be the responsibility of, and an expense of the Association. Such costs shall be funded from the maintenance assessments.

- Maintenance of Association Property. With respect to Association Property, the Association shall maintain, repair and replace all improvements, including the entrance monument, paved areas, and builder or Association installed landscaped areas within Lots and Association Property. The Association also shall be responsible for snow removal from paved areas excluding walks. Individual Lot Owners are responsible for snow removal from the walks and entryways abutting their dwellings.
- Maintenance of Townhomes. With respect to the Townhomes, including garages, the Association shall repair and replace the exterior siding, gutters, downspouts and roofs. The Association shall paint the wood surfaces of trim, windows and doors, and seal or stain decks. The Association shall not repair or replace windows, skylights, windowpanes, doors, garage doors, storm doors, decks, railings or maintain, repair or replace porches, stone pavers or stoops, patios or concrete walks. Exterior items that are vinyl coated and require no or low-level maintenance will be maintained in accordance with manufacturer's recommendations. The Association shall not be responsible for the removal of snow from roofs.

With respect to other improvements on a Townhome Lot, the Association shall stain fences, railings and decks as initially installed by the sponsor, but shall not repair or replace spalling concrete walks, stoops or porches, or fences, railings, or decks. Those portions of sewer, water, and utility laterals servicing one (1) or more Townhomes and not maintained by a utility company, public authority, municipality, or other entity, will be maintained by the Association, limited however to repair necessitated by leakage or structural failure only.

2. Repairs / Maintenance NOT the Responsibility of the Association

(Article VI, Section 6.02 - p. 75)

Except as provided in section 6.01 above, the Association shall not be responsible for (i) the maintenance, repair or replacement of any buildings or structures not owned by the Association, or (ii) the maintenance, repair or replacement of any sewer lines, water lines or other utility lines which are maintained, repaired and replaced by a municipality, public authority or utility company, (iii) the maintenance, repair or replacement of the dedicated improvements, or (iv) obstructed sewer laterals, (v) the polyethylene water line from the main line easement to the individual home, (vi) the individual storm sewer laterals from the easement line to their home .

Any maintenance, repair, or replacement necessary to preserve the appearance and value of the property made pursuant to section 6.01 above, but which is occasioned by a negligent or willful act or omission of a Lot Owner, excluding the sponsor, shall be made at the cost and expense of such Lot Owner. If such maintenance, repair, or replacement is performed by the Association, it shall not be regarded as a common expense, but shall rather be considered a special expense allocatable to the specific Lot and such costs shall be added to that Lot Owner's maintenance assessment and, as part of that assessment, shall constitute a lien on the Lot to secure the payment thereof.

3. Quality and Frequency of Maintenance and Repairs

(Article VI, Section 6.03 – p. 76)

All maintenance, repair, and replacement, whether performed by the Association or not, shall be of the quality and appearance consistent with the enhancement and preservation of the appearance and value of the property. The Association may establish reasonable schedules and regulations for maintenance, repair, and replacement. Such schedules and regulations shall take into account the useful life of any painting and exterior materials in the enhancement and preservation of the appearance and value of the property.

4. Access For Repairs

(Article VI, Section 6.04 – p. 76)

The Association (and its employees, contractors and agents) upon reasonable notice to the Owners, shall have the right to enter upon any portion of the Property and into and upon any unit at any reasonable hour to carry out its functions as provided for in this article, except that in an emergency, the Association shall have the right, without notice, to enter upon any portion of the Property and into any unit to make necessary repairs or to prevent damage to any unit or any portion of the Property. The repair of any damage caused in gaining access shall be at the expense of the Association.

5. Responsibilities Summary - Association

- The Association shall maintain, repair, or replace:
 - Roofing, siding, soffits, vents, trim, and brickwork (except Homeowner damage).
 - All driveways
 - Gutters, downspout conductors, including cleaning.
 - Perimeter Fencing
 - Partial staining of deck surround, not synthetic area.
 - Any Builder and Association installed retaining walls.
 - Lawn areas and Builder or Association installed planting beds, shrubs and trees.
 - Exterior pipes/wires/conduits/public utility lines, poles and fixtures owned by Association and for which a utility company or other private entity is not responsible (limited to leakage and structural failure).
- Snow plowing of private driveways.
- Painting of exterior doors, shutters, and trim.
- Providing Master Homeowners Insurance, liability, and fire coverage on buildings, but not including personal property, upgrades, betterments, or improvements.
- Weekly refuse collection.
- Extermination of interior/exterior pests, including carpenter ants, carpenter bees, and ground bees *that are causing, or may cause damage to Association buildings or endanger Association contract maintenance personnel.*

6. Responsibilities Summary - Homeowners

- Garage door, mechanisms, and openers.
- Window frames and sash, all glass surfaces including skylights, breakage, and cleaning.

- Screens, storm doors and entry doors except external painting.
- Damage to and spalling of concrete walks and porches.
- Central heating and air conditioning equipment (interior and exterior), ductwork and piping.
- Electrical wiring, panels, devices, and fixtures.
- Exterior light fixtures. (Must be same as original), including bulbs.
- Plumbing (piping and fixtures) and unblocking of sewer laterals (if not due to leakage or structural failure).
- All variance approved exterior improvements including, but not limited to, patios, landscaping, awnings, electrical fixtures, storm doors and decking.
- Maintenance, repair and replacement of synthetic railings, privacy fences and deck surfaces.
- Homeowners insurance on contents, any upgrades or improvements after the initial purchase and personal liability.
- Extermination of interior/exterior pests, including ants, bees, other insects, rodents or chipmunks, that are ***not*** causing damage to, ***nor*** are a threat to cause damage to Association buildings, and are ***not*** a danger to Association maintenance personnel.
- Any damage to Association Property (trees, mailboxes, hydrants, utility pedestals, structures) caused directly by Homeowners or Homeowners' guests.
- Snow removal from concrete walks, porches, deck, and roofs.
- Cost of water, gas and electricity consumed.
- Payment of all assessments plus late fees on overdue monthly and special Association charges.

7. Party Walls – Fire Walls

(Article VIII, Sections 8.01, 8.02, 8.03 – pp. 78 - 79)

- The party wall is any connection point between two adjacent Townhomes which was built as part of the original construction of the Townhomes and serves as fire protection.
- Owners are responsible for the ordinary maintenance and repair of their respective side of a party wall.
- A Homeowner who, by negligent or willful act, causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against, and the necessary repair caused by such elements.
- Incidents including, but not limited to water leaks, smoke/fire or gas leaks that may have a negative impact on an adjacent neighbor's Townhome or

comfort should be reported immediately to the Property Manager, and if possible, directly to the neighbor.

- Owners need to take special care when making interior changes to their homes, so that changes do not damage or impact the party wall.

8. Interior Modifications

- All work with respect to the interior of any unit shall be done during the hours of 8:00AM to 5:00PM Monday through Friday so as not to disturb the quiet use and enjoyment of other Owners.
- No structural changes are to be made to any Townhome without a variance and may require a town permit or engineer's stamp.
- Finishing a basement after the sale requires a variance and a building permit from the town.
- All building codes are to be followed, including obtaining any necessary variances, or permits at Owner expense.
- Certificates of Insurance need to be on file for all contractors working in or on Redfield Grove properties.

9. Outside Appearance

- Any proposed change to the appearance of the outside of a Townhome or the property is considered permanent and must be submitted to the Property Manager for action, on a "variance form" obtained from the Property Manager. See Exterior Modifications below for additional details. Variance forms can be downloaded at:
<https://www.woodbridgegrouppro.com/wp-content/uploads/2021/05/Redfield-Grove-Variance-Form-1.pdf>
- Any issues with exterior maintenance must be submitted in writing (email acceptable) to the Property Manager.

10. Exterior Modifications

(Article VII, Section 7.03 – p. 76)

- No exterior addition, modification or alteration can be made to the Property without the written approval of the Architectural Standards Committee.
- All requests, including, but not limited to siding, decks, patios, plantings, windows, doors, and privacy panels, ring doorbells and security cameras, etc. must be submitted in writing to the Property Manager, on a variance form and must include written plans and specifications/colors. The Property Manager then sends such requests to the Architectural Standards Committee for review and decision.

- Any modification made without prior approval by the Architectural Standards Committee will be subject to removal by the Association at the Homeowner's expense.

11. Security and Ring Doorbells.

- First, homeowners concerned with security should consider an internal security system attached to all doors & windows. No variance request is required.
- The second security choice should be a doorbell camera. If it is installed as the doorbell, a variance is not required. If installed other than as the doorbell, a variance request must be submitted to the Property Manager.
- Any mounting of the doorbell/camera should be done on wood, not vinyl.
- The visual capture of the doorbell camera must not exceed your sidewalk or property.
- The doorbell camera may not view other units, windows, or doors.
- If there are additional security concerns, a variance request for exterior mounted security camera(s) must be submitted along with pictures of the proposed location and the camera description prior to installation.
- Any property damage will be the responsibility of the homeowner and removal may be required upon sale of the property.

12. Insured Contractors

- All contractors on Association Property must be properly insured.
- All contractors working in Redfield must provide a certificate of insurance naming the Redfield Grove HOA and the Property Manager as certificate holders for Liability and Worker's Compensation insurance held by the contractor.
- If a contractor is working inside the residence on a job that did not require a variance, the certificate of insurance should name the homeowner as the certificate holder.

13. Storm Doors

- A variance is required prior to the installation of any storm door. All new or replacement storm door installations shall be full-view white. (See Appendix B).

14. Landscaping

(Article X, Section 10.10, 10.11 – p. 83)

- No trees, shrubs or other plantings may be removed or planted by a Homeowner without Architectural Standards Committee approval.

- Homeowners are not permitted to apply any materials to trees and shrubs that are maintained by the Association.
- A variance, submitted to the Property Manager, is required for planting of all annuals, perennials, trees, shrubs, or other in-ground plantings in any edged and stoned planting beds.
- Any plantings, if approved, must be maintained by the Homeowner at the same level of quality as that of the Association plantings.
- Maintained portable, potted plantings are permitted in Association installed planting beds between April 1 and October 31.
- No artificial flowers or plants are permitted.
- Planting vegetables, except in flowerpots, is not permitted.
- Plantings in the rear of the Homeowner's townhouse that have died can be replaced, without seeking approval, with any other plant of similar type, size, and shape (at maturity).
- Slope Control Areas are locations designated as erosion control areas. No modification of any sort is allowed within a slope control area. Any ground cover material installed in the slope control areas may not be removed, cut or maintained in any way by the Homeowner.

15. Lawns

(Article VI, Section 6.01 – p. 75)

- All aspects of lawn maintenance are the responsibility of the Association.
- Homeowners are not permitted to apply any materials other than grass seed to the lawn areas without an approved variance. Details regarding the seed mix may be obtained from the Property Manager.
- Impediments to lawn maintenance such as, but not limited to, lawn ornaments, birdbaths, shrines, cannot be permanent structures. If present, they must be removed regularly to allow for easy lawn maintenance.
- Additional trees, shrubs and planting beds in existing lawn areas are not permitted without an approved variance from the Architectural Standards Committee.
- Permanently installed lawn irrigation systems are allowed, with an approved variance.

16. Bird Feeders, Bird Houses, Wild Animals

- Deck mounted bird feeders are not permitted, except for hummingbird feeders. Deck mounted seed bird feeders bring birds and rodents too close to your living area and your neighbors.

- The Board will allow one bird seed feeder or bird house near the back property line.
- Feeding wild animals, including, but not limited to ducks, geese, and deer is prohibited anywhere on the Property.

17. Decks, Patios, Porches, and Hot Tubs

(Article VI, Section 6.01- p. 75)

- The Association is responsible for the staining of the deck surrounds.
- The Homeowner is responsible for the maintenance of the synthetic decking, but staining or painting of the synthetic deck or railing is not permitted.
- Washing/cleaning of deck and railings is recommended yearly.
- The Homeowner is responsible for the maintenance, repair and replacement of railings and privacy fences.
- Deck Enclosures require a variance be submitted to the Property Manager, for approval by the Architectural Standards Committee. All new or replacement deck enclosure installations shall be white.
- An approved variance from the Architectural Standards Committee is required for all patios that were not part of the original build.
- The Homeowner is responsible for the repair, replacement and maintenance of concrete porch surfaces and walkways. If concrete must be replaced, it must be the same as the original, in all respects.
- Permanent or semi-permanent covering of porch, patio or deck floor surfaces is not permitted (e.g., tacking or gluing indoor/outdoor carpet).
- No pergolas, gazebos, and canopies.
- Awnings may be permitted with a variance request.
- Door mats and area rugs are allowed.
- Decks should be used for seasonal furniture only, not for storage.
- Maintenance of all aspects of a patio is solely the Homeowner's responsibility. Maintenance by the Homeowner must be in keeping with the quality level of the Association property maintenance.
- The Homeowner is responsible for the repair of any of the installed elements that are defaced or damaged in any way due to a Homeowner's personal attachments or decorations.
- Hot Tubs are not permitted.

18. Lighting

- Installation of permanent or semi-permanent façade spot or flood lighting and garden or path lighting requires an approved variance from the Architectural Standards Committee.

- Installation of additional exterior lighting for security or other illumination purposes, beyond that provided originally by Pride Mark, requires an approved variance from the Architectural Standards Committee.
- Lights on deck railings or fences are not permitted, except holiday decorations.
- Homeowners are responsible for the repair or replacement of exterior lighting fixtures and bulbs. (See Appendix C) Please contact the Property Manager for assistance with exterior light fixtures.

19. Signs

(Article X Section 10.01 – p. 82)

- Other than a professional shingle affixed to the dwelling that is approved by the Architectural Standards Committee, no sign or other advertising device of any nature shall be placed for display to the public view on any part of the Property, including but not limited to temporary signs advertising Townhome or items for sale or rent, except with the consent of the Architectural Standards Committee.
- Contractors shall be permitted to show their company sign while working and should remove it at the end of the project.
- One (1) Realtor sign is generally allowed with Architectural Standards Committee approval on the front lawn only. An open house sign may be attached to the sign on the day of the open house. Realtor signs shall not exceed 24" wide by 36" long, mounted on a 40" high stand, and shall not be erected on a post that is inserted in the Property's ground or soil. Driven posts and stake signs are acceptable. The "for sale" sign must be placed approximately midway between the curb and front of the Townhome and removed upon receipt of an accepted offer.
- Signs indicating that a Townhome is protected by a security system must be limited to one (1) sign at each entrance to the Townhome and small signs posted on the inside of individual homes.
- No other signs are permitted without the Board's written approval.

20. Decorations

- Residents enjoy showing their personality and individuality with the decorations they choose for the front of their homes. A "less is more" philosophy will be more attractive and not impede maintenance workers who need to access the beds to care for the plants.
- No more than four (4) lawn ornaments with a height no greater than 24" can be placed in the front beds. Exceptions require a variance.

- Holiday decorations may be displayed up to four (4) weeks prior to, and two (2) weeks after the observance of the holiday. Decorations must be removed from the shrubs, not just turned off after the holiday.
- No inflatable yard decorations are permitted.
- Decorations cannot be installed using nails, screws or other devices requiring penetration of the wood or siding.
- Decorations or flowerpots in the front cannot obstruct maintenance personnel's access to shrubs and flowers.

21. American Flag

- The American flag is the only flag that may be displayed.
- The American flag may be displayed between the hours of sunrise to sunset, unless properly lighted.
- The flag shall not be larger than 30" x 48".
- The flag shall be mounted on the vertical trim board alongside the garage overhead door.
- The flag must not be displayed if it is tattered or faded.
- The flag shall be mounted and flown according to proper protocol for the flag of the United States of America.

22. Pets

(Article X Section 10.02 – p. 82)

- The Town of Farmington ordinances regarding all animals shall govern all Redfield Grove property.
- Homeowners may have (2) dogs or (2) indoor cats (or one of each), fish kept in an aquarium or birds kept in a cage. Outdoor cats are not allowed.
- No other animals, birds, reptiles, or insects shall be kept or maintained on Association Property, except with the consent of the Board.
- The Board may, from time to time, impose reasonable rules and regulations setting forth the type and number of pets allowed and may prohibit certain types of pets entirely.
- The Board shall have the right at its sole discretion to require any Member of the Association, any tenant of any Member or any family member or guest of any Member or tenant to remove any animal, bird or insect from Association Property.
- No dog or cat shall be kept or left unattended on the grounds, inside invisible fencing, in garages, patios or decks at any time, whether they are chained, caged, tethered or not.

- No pet waste shall be left anywhere on the grounds. Pet waste must be removed promptly as it attracts rodents, insects, kills grass and causes landscape maintenance problems.
- Homeowners choosing to have pets are responsible for the behavior of their pets, the noise their pets may make, as well as the pet messes they are required to pick up. Pets need to be good community members also.
- If a homeowner has invisible fencing, they are required to clean up the messes before lawn maintenance crews arrive to work.
- If homeowners want to install invisible fencing, a variance needs to be submitted to the property manager, for review and approval by the Architectural Standards Committee.
- If a member is found to be in violation of these Rules and Regulations, the Association or its Property Manager or their employees may contact any local municipal authority with power to impound animals without any liability on the part of the Association, its directors, agents or employees.

23. Parking

- It is important that all Homeowners use common courtesy when parking vehicles.
- Residents and guests should pull up to the house, so they do not block others from utilizing the sidewalk.
- Homeowners' parking will be limited to the Owners' private driveway and garage.
- Overnight or long-term guests should park in the Homeowner's driveway.
- There is to be no parking on lawn areas, and no vehicle should block any driveway, or mailbox access.
- Parking violations are subject to fines and towing at Owner's expense.

24. Vehicles With Business Markings, Labels or Decals or Oversized

(Article X Section 10.16 – p. 84)

- Unless used in connection with the maintenance of the Property, the following shall not be permitted to remain overnight on the Property for more than 72 hours within any month:
 - Any vehicle which cannot fit into a garage with the overhead garage door closed,
 - Commercial vehicles of a weight of two (2) tons or more, unless garaged,
 - Any vehicle or trailer with business markings, labels or decal imprinted on or attached to the body of the vehicle. Exceptions may be made in case of an emergency or national holiday.

25. Boats, Trailers, Recreational Vehicles

(Article X, Section 10.14 – p. 83)

- No boat, recreational vehicle, camper, truck, or trailer may be parked outside for more than 72 consecutive hours per month.

26. Snowmobiles And Similar Motor Vehicles

(Article X, Section 10.12 – p. 83)

- Snowmobiles and similar motor vehicles, which includes mini-bikes, trail bikes, go-carts, four-wheel ATVs, golf carts, mopeds, etc., are prohibited from operating on Association Property.

27. Unregistered/Unlicensed Motor Vehicles

(Article X, Section 10.16.c – p. 84)

- Unregistered/unlicensed motor vehicles, which includes mini-bikes, trail bikes, go-carts, snowmobiles, four-wheel ATVs, golf carts, mopeds, etc., are prohibited from remaining on Association Property overnight or for more than 72 hours per month, or they must be parked in a garage. Compliance with town, county and state laws is required.
- Unlicensed motor vehicles violating these Rules and Regulations shall be towed at the Owner's expense.

28. Outside Repair Work

(Article X, Section 10.15 – p. 83)

- No work on any motor vehicle, boat, or machine of any kind, other than minor servicing and maintenance, shall be permitted outdoors on Association Property without the written approval of the Board.

29. Garage/Estate Sales

- Garage sales are prohibited. Estate sales can occur and can last no longer than two (2) days.
- The sale can start no earlier than 8:00 a.m. and end no later than 5:00 p.m.
- All estate sales must be approved by the Architectural Standards Committee at least two (2) weeks in advance of the sale.

30. Garbage and Refuse Disposal

(Article X Section 10.04 – p. 82)

- Trash removal occurs on a specific day of the week. Approved containers should be placed at the end of the driveway in time for morning pick up and should be returned to the garage after the trash has been collected.

- If the Homeowner will be away during this period, arrangements should be made to have someone put out and retrieve the trash and recycle containers during these time periods.
- To limit trash disposal costs and prevent nocturnal animals and adverse weather conditions from causing a mess, trash and recycle containers provided by the refuse contractor must be used.
- Trash and recycle containers must be stored inside the garage except during trash day pickup.
- If you expect to have large amounts or oversized items for collection, call the Property Manager in advance to arrange for the pickup. There may be a charge for certain items such as tires or for refrigerators and dehumidifiers due to the recycling of freon gas, which is the Homeowner's responsibility.
- No items shall be placed at the curb to be given away for free.
- Except for building materials used during construction or repair of any approved projects, no lumber, metals, bulk materials, rubbish, refuse, garbage, trash, or other waste material (referred to hereafter as trash) may be kept, stored, or allowed to accumulate outdoors on any Lot or other portion of the Property.
- Building materials because of demolition during approved improvements may be kept in covered containers or dumpsters (including roll-offs) without screening only with written approval of the Property Manager.
- Dumpsters, including roll-offs, used during demolition or construction of approved projects, shall be kept in the Homeowner's driveway for the least amount of time necessary, with approval of the Property Manager.
- All contractor construction waste or leftover building materials will be removed from the resident's site by the contractor. If a contractor leaves waste materials, no waste shall be placed at the curb until the day of trash collection. If the weekly trash collection doesn't remove waste materials, notify the Property Manager to schedule the pickup and removal of the waste materials. An additional charge may be made to the resident for the extra collection.
- You may want, on occasion, to use the Farmington Waste Disposal Site https://townoffarmingtonny.com/highway_parks (scroll down the page), or the Ontario County Landfill <https://www.casella.com/locations/ontario-co-landfill>.
- All trash pickup complaints should be directed to the Property Manager.

31. Commercial and Professional Activity on Property

(Article X, Section 10.13 – p. 83)

- No wholesale or retail business, service occupation or home business shall be conducted in or on any Lot or other portion of the Property without the consent of the Board.
- Board consent shall not be required for a legal home occupation that does not require any visitor or employee parking.

32. Garages

- It is requested that garage doors be kept closed to deter unwanted rodents, animals, or people and to maintain the exterior building aesthetics.
- Garages are provided for the purpose of housing the Homeowner's vehicle(s) and minor storage.
- The garage door may not be temporarily or permanently replaced with a screened drape, or any other substitute for the actual garage door.
- Garages cannot be used for commercial purposes.
- Keypads for garage door openers are permitted and should be mounted on the door jamb.
- Replacement garage doors must be similar in color and design. An approved variance is required.

33. Outside Antennae/Cable/Phone Service/Above Surface Utilities

(Article X, Sections 10.05, 10.09 – p. 83)

- No facilities, including without limitation, poles, antennas, or wires for the transmission of electricity, electronic or telephone messages, and water, gas, sanitary and storm sewer drainage pipes and conduits shall be placed or maintained about the surface of the ground on any portion of the Property without prior written approval of the Board.
- No outside radio, telegraphic, television, or other electronic antenna, or other transmitting or receiving device shall be erected on any Lot or other portion of the Association Property, without the approval of the Architectural Standards Committee. All approvals must satisfy the requirements of the Federal Communications Commission, and /or other agencies with jurisdictional authority.
- Cable TV, internet, telephone wires need to be buried a minimum of six (6) inches below ground, be concealed along the drip edge of siding, secured to the building, and follow corner boards vertically up/down the building face. No wires shall be strung vertically across the face of a

building surface causing unsightly installations. The Landscape contractor will not be held responsible for cutting any unsecured wiring.

- **Satellite Dishes**

Anyone desiring to install a satellite dish must submit a variance request to the Property Manager. This will allow the individual to work with the Architectural Committee to find the most suitable location.

34. Outside Drying

(Article X, Section 10.17 – p. 84)

- No outside drying or airing of clothing or bedding shall be permitted on Association Property, unless authorized by the Board.

35. Noxious or Offensive Activities

(Article X, Section 10.06 – p. 83)

- No noxious or offensive activity shall be carried out upon any portion of the Association Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the residents/Owners in the area.
- The emission of smoke, soot, fly ash, dust, fumes, herbicides, insecticides, and other types of air pollution or radioactive emissions or electromagnetic radiation disturbances shall be controlled so as not to be detrimental to or endanger the public health, safety, comfort or welfare, or be injurious to the Property, vegetation, or animals, adversely affect property values or otherwise produce nuisance or hazard or violate any applicable zoning regulations or governmental law, ordinance or code.

36. Gas Grills, Fires and Open Flames

- Current insurance requirements state that grilling cannot be done closer than 10 feet from any combustible surface.
- Repair of damage caused to building elements due to heat and fire from grills and shall be repaired by the Association at the Homeowner's expense. (Specifically, care should be taken in protecting the vinyl siding as it is particularly susceptible to heat damage.)
- Grilling is not permitted in the garage, on the front porch or back porch.
- If grilling is done on the driveway, the grill should be moved to its storage space as soon as the grill has cooled off.
- Propane tanks and gas grills should never be stored inside basements.
- No open wood fires are permitted on the Property, meaning fire pits, tiki torches, etc. are not permitted.
- Propane fire pits require a variance.

37. Fences/Privacy Screening

(Article X, Section 10.03 – p. 82)

- Screen plantings, fence enclosures or walls initially installed on a Lot or other portion of the Property and not maintained by the Association, shall be maintained by the Homeowner, and shall not be removed or replaced with other than a similar type planting, fence, or wall except with an approved variance from the Architectural Standards Committee.
- Except for the foregoing, no fence (including invisible fence), wall or planting of any kind shall be planted, installed, or erected upon any Lot or other portion of the Property except with an approved variance from the Architectural Standards Committee.
- No fence, wall or screen planting shall be maintained so as to obstruct sight lines for vehicle traffic.
- Chain link fences are not permitted.

38. Window Air Conditioners and Fans

- The installation of window air conditioning units and fans is prohibited.

39. Dwelling In Other Than Residential Units

(Article X, Section 10.08 – p. 83)

- No temporary trailer, basement, tent, shack, barn, outbuilding, shed, garage, or building, during construction, or other temporary structure shall be used, temporarily or permanently, as a dwelling on any Lot or other portion of the Property, except with the consent of the Board.

40. Insurance Obtained by Townhome Owners

(Article IX, Section 9.03 – p. 82)

- All insurance policies obtained by Townhome Owners must contain waivers of subrogation.
- The Master Insurance Policy covers your home and any improvements/upgrades that were made by the builder during construction prior to the purchase/closing on your home.
- Insurance obtained by Townhome Owners should cover betterments and/or improvements not covered by the master insurance policy, meaning those made by you or a company with which you contracted for an improvement project after the purchase/closing on your home.
- Additionally, the liability of carriers issuing insurance procured by the Board must not be affected or diminished by reason of any insurance obtained by a Townhome Owner.

- *Article IX, Section 7, p. 81* of the Declaration permits the Board of Directors to decide whether the deductible on the Master Policy should be charged back to the unit owner in cases of wanton malicious behavior or gross negligence on the part of the unit owner.
- Insurance questions should be directed to the Property Manager and/or your insurance agent.

41. Leasing/Renting of Townhome Units

(Article IV, Section 4.03, p. 69)

- As stated in the Declaration “The Association shall have the right....to promulgate rules and regulations relating to the use, operation and maintenance of the Association Property for the safety and convenience of the users thereof or to enhance the preservation of the facilities or which, in the discretion of the Association, shall preserve or promote the best interests of the Members.” Thus,
- The Redfield Grove Board of Directors believes that it is in the best interests of all homeowners to formally adopt an absolute prohibition on the Leasing/Rental of Units, with some exceptions. Therefore, following the adoption of the Rules and Regulations (Policy Manual) by the Board of Directors, the following Rental Policy will be in effect.
- There shall be an absolute prohibition on the leasing of a Townhome whether oral or written. If there is a violation of the policy by an Owner, the Board shall have, within its powers, the right to impose such fine or fines upon such Unit Owner, after notice is given to such Owner and after giving that Owner the opportunity to be heard. This prohibition also includes any business activity of daily, weekly, or monthly variations of short-term occupancies, whether oral or written.
- *Exceptions:*
 - Waiver. The Board, within its powers, and within its sole discretion, may grant a waiver of this leasing prohibition to a Unit Owner who has demonstrated a unique hardship situation to the Board.
 - Hardship situations. A member suffering from a financial or personal hardship that renders the member unable to reside in his/her Unit may apply to the Board of Directors in writing requesting to lease the Unit. In such situations, the Board, in its sole discretion, may permit the Owner to lease his/her Unit, establishing the temporary conditions of the lease, including the lease term.
 - Immediate Family. An” immediate family” member who owns a unit on behalf of a parent(s) or a parent(s) on behalf of children, for the purposes of this rule, is not considered in violation as it is not an arms-

length transaction. Note that this exception does not extend beyond the "immediate family".

- Any Board Approved future lease or rental of a Unit shall be in writing and shall provide for full compliance by the tenants with the Declaration, Bylaws and Rules and Regulations of the Association. The Owner shall be responsible for violations by such Owner's tenant and shall be subject to actions by the Board of Directors in accordance with the Declaration, Bylaws and Policies of the Redfield Grove Association, Inc.

42. Assessments, Fines and Late Fees

(Article V, Sections 5.01, 5.08 – p. 72)

- Assessments, if any, will be included in the Homeowner's monthly account and will be due and payable when notified.
- Fines, if any, will be charged to the Homeowner's account monthly, (see Compliance below).
- In accordance with the Declaration, any assessment or payment due the Association and received later than ten (10) days from the due date shall have a late fee of ten (10) percent of the amount due added to their account balance.
- After thirty (30) days of non-payment, interest will also accrue on the outstanding balance at the rate of ten (10) percent per annum.
- Costs of collections such as, but not limited to, attorney's fees, lien filings, court costs are added to the Homeowner's account.

43. Compliance & Policy Violations

- The Board has responsibility for overseeing compliance with the policies contained in this document or as otherwise established. In the event of non-compliance, the Property Manager is directed by the Board of Directors to confirm the violation, discuss the violation with the Homeowner and then advise the Homeowner by letter. The letter details the specific violation and specifies a time for corrective action.
- **First notice of violation:**
The Homeowner will be notified in writing and requested to correct the violation immediately or depending on the violation, within ten (10) days.
- **Second notice of violation:**
If the problem is not rectified, a \$50.00 fine will be levied against the Homeowner's account. In addition, the Board or its agent, the Property Manager, may act immediately to correct the violation and assess

additional charges against the Homeowner's account for the cost of labor, materials, and supervisory fees plus 20% to remedy the situation.

- **Third notice of violation:**

If the Homeowner takes no action to correct the violation, a certified letter will be sent to the Homeowner's last known address (Homeowners are responsible to keep the Board and Property Manager informed of their legal address) with notification that an additional daily fine of \$50.00 will be assessed until the violation is completely corrected or eliminated.

- **Additional legal remedies**

If fines and/or fees, levied under this published and approved schedule of Policies, are not paid in a timely manner, then the Board or the Property Manager will take legal action to enforce the policy and collect fines, and/or fees due to the Association. All unpaid fines and/or fees, expenses incurred, including, but not limited to, legal or other professional fees, shall be and shall constitute a lien on the Homeowner's Townhome in the same manner that an unpaid common charge constitutes a lien as set forth in the Redfield Grove Association Declaration. The Board or Property Manager shall have the same rights and remedies to enforce the lien occurring because of a violation of the policies such as non-payment of common charges.

Page intentionally left blank

APPENDIX A - VARIANCE PROCESS

Community Rules are to provide guidance, but may not cover every situation, or every issue described in the Declaration. Please be aware that any ideas to make changes may require a variance.

Wherever approval, consent or permission is required, approval will only be granted by submitting a Redfield Grove Association Variance Request Form to the Association's Property Manager (PM). The Variance Request Form can be obtained from the Property Manager upon request or from the Property Manager's website: <https://www.woodbridgegrouppro.com>

The completed Variance Request Form should include the following attachments:

- A description of the proposed change.
- A drawing of the proposed changes, including dimensions and specifications.
- A copy of your Lot survey map that was given to you when you closed on your Townhome. If you are requesting a variance for an approved item or other approved Architectural standard (Appendix C), a copy of your Lot map is not required.
- A copy of product information should be included.
- Contractor's name and address.
- Updated certificate of insurance on file with Property Manager.
- A copy of the building permit, if one is required by the town.

The completed form and attachments should be sent to the Property Manager. Original documents will not be returned. A copy will be retained by the Property Manager as well as the Architectural Standards Committee (ASC).

Variance Requests are forwarded from the Property Manager to the Architectural Standards Committee for review and decision.

When and if approved, Homeowners will be sent a letter indicating the approval and any conditions. Included with this letter will be a "Work Completion Form" that should be filled out when the work is complete and returned to the Property Manager. The homeowner should retain their signed copy with any approval and conditions and store them in a safe place. Approvals are good for one year. If the work has not been undertaken within the year, a new variance request will be required. Once the work described in the variance is complete and the

Completion Form submitted, the Architectural Standards Committee will inspect the work to see that the variance was followed as described. When a Townhome is sold, the buyer must agree to the terms of any approved variances granted for the property.

The Architectural Standards Committee will review each request and will seek recommendations from the Board of Directors where appropriate. A decision will be rendered, in writing, within 45 days or less from submission of a properly documented variance request. If this timeframe does not meet the requirements of the Homeowner, it should be noted on the variance request. If the applicant does not receive notice of approval or disapproval within 45 days, the applicant should notify the Property Manager by certified mail, return receipt requested.

It is the responsibility of the Homeowner to inquire and obtain any necessary building permits from the Town of Farmington.

Variance Process Timeline:

Day	Action
0	Properly documented variance request received by PM
45	Typically, a decision is made by this time
46 - 69	Applicant may notify PM that variance request has not been approved
70 - 84	Variance request is automatically approved*

*Automatic approval occurs 70 days from PM receipt of the properly documented variance request *OR* 15 days from PM receipt of notice from applicant after initial 45-day window expires, whichever is later.

APPENDIX B - APPROVED ARCHITECTURAL STANDARDS

A. Storm Doors

1. Full View Door

- The door must be white and “full view” (no horizontal bars in the center).
- Hardware color at the Homeowner’s option.
- Full View doors are manufactured by Larson, Andersen, Pella and others and are available at 84 Lumber, Lowe’s, Home Depot and other home centers.

2. Self-storing Door

- A self-storing door contains a screen that rolls down from the top to the mid-way point of the door. The screen is stored at the top of the door when not in use.
- The door must be white and “full view” (on self -storing doors there will be a horizontal bar at the mid-way point of the door).
- Self-storing doors are manufactured by Larson, Andersen, Pella and others and are available at 84 Lumber, Lowe’s, Home Depot and other home centers.

This page intentionally left blank

APPENDIX C – RESPONSIBILITY MATRIX

Please note that this is not an exhaustive list but intended to cover the most likely questions of responsibility.

Item	Association	Homeowner
Windows		
Glass (Including Thermal Panes)		X
Window Frames, Sashes & Sills		X
Screens		X
Skylights		X
Doors		
Exterior Painting (excluding Garage Door)	X	
Exterior Painting Trim	X	
Structural/Replacement/Maintenance		X
Storm Doors		X
Concrete Floors and Sidewalks		
Garage		X
Basement		X
Concrete Sidewalks to steps or stoop		X
Porches and Stoops		X
Walls		
Exterior Siding & Trim	X	
Exterior brickwork (stone veneer)	X	
Party Walls		X
Plumbing, Heating and Cooling		
Interior Plumbing		X
Exterior Plumbing (hose bibs)		X
Heating & Cooling Systems (interior and exterior)		X
Front Porch and Steps		
Structural - maintain, repair, replace		X
Snow Removal		X
Exterior Lighting		
Fixtures		X
Bulbs		X
Sewers		
Internal		X
Sewer lateral clogs		X
External - breakage	X	
External - blockage		X

Item	Association	Homeowner
Rainwater/Snow Melt		
Gutters	X	
Downspouts	X	
Grading of Soil	X	
Decks/Rear Patios/Fences		
Staining/Painting of non-synthetic surfaces	X	
Synthetic decking & fencing		X
Railings		X
Roof		
Shingles	X	
Soffits	X	
Roof Vents	X	
Snow removal		X
Common Area Maintenance		
Grass	X	
Trees, Shrubs (builder or Association installed)	X	
Driveways	X	
Mailboxes	X	
Retaining Walls (builder or Association installed)	X	
Services and Infrastructure		
Electric – Transformer to meter		X
Electric – Meter to interior		X
Interior Panels, Wiring, Devices, Fixtures		X
Street & Monument Lighting	X	
Refuse & Recycling	X	
Snow Removal – driveways	X	
Snow Removal – sidewalks, porches, stoops, decks		X
Pest Control – no potential damage to buildings		X
Pest Control – if potential damage to buildings	X	
Insurance		
Structure and Common Area Fire	X	
Common Area Liability	X	
Personal Contents		X
Personal Liability		X
Homeowner Upgrades and Improvements		X